

## STATEMENT OF WORK

## Exhibit A

### *INTRODUCTION*

This section contains requirements that define the Carrier's and Ordering Agency's responsibilities. The Carrier shall provide all the necessary resources required to successfully perform under the contract.

#### **A. DEFINITIONS OF TERMS FOR OFFICE MOVING SERVICES**

1. **Carrier** – This term refers to a company that transports freight for profit and will be providing the moving services. For the purposes of this agreement, the terms carrier and contractor shall refer to the same entity.
2. **Discounted Cost** – The cost that results from applying the discount offered to the California Public Utilities Commission MAX 4 rates for Region 2, Territory A. In responding to a RFO, this discount would be equal to or greater than the discount shown on the MSA.
3. **Labor** – As used in this RFP, the term "labor" includes all labor categories shown in the CPUC MAX 4 rates including packing and unpacking.
4. **Ordering Agency or Agency**– Any State or local government entity with appropriate purchasing authority to use the Master Services Agreement under their applicable rules and regulations.
5. **Pass-Through** – Services that are provided by other than the Carrier's personnel and that are included on the Carrier's invoice at the same cost the Carrier was charged.
6. **RFO** - A Request for Offer which is sent by the Ordering Agency to prospective carriers which includes the terms and details of the services requested.
7. **Services** – All work required to be performed under the Contract, including any goods furnished incidental to such work.
8. **Std. 65** – The State of California form that the Ordering Agency may use for award of a contract for services, as a result of the RFO process, of less than \$50,000 under this MSA.
9. **Std. 213** – The State of California form that the Ordering Agency will use for award of a contract for services, as a result of the RFO process, of \$50,000 or more under this MSA.
10. **MSA** – The State of California document that encompasses the entire agreement between the Carrier and the Department of General Services including Exhibits A, B, C, and D of the Master Services Agreement and the Bidder's bid.

- 11. Supervisor** – The Carrier's onsite person who coordinates and directs the work crew and assists in the work activities to ensure the job is completed in an efficient, safe and professional manner.

## **B. OFFICE MOVING SERVICES**

### **1. Purpose**

This Statement of Work (SOW) gives an overview of the Office Moving Services under this Master Services Agreement (MSA) to be provided to the State of California agencies and participating local governments. The MSA shall include a full range of services to remove the office furniture, equipment and related supplies from the existing location, transport items to the new location, and place them according to the direction of the Ordering Agency.

### **2. Period of Performance**

The Period of Performance for this MSA contract shall be for three (3) years with, at the State's option, two (2) one (1) year extensions.

### **3. Services Covered**

The Carrier shall provide the following services under this agreement:

- a. Labor, equipment and materials to perform various office move related services including packing, moving, transportation/delivery, unpacking and move management.
- b. Labor and equipment to perform various disassembly and reassembly of furniture including reconfigurations, moves, adds and changes.
- c. Personal computer disconnect and reconnect services by experienced personnel as requested by Ordering Agency. All sensitive equipment shall be pad-wrapped.
- d. Storage of property in a secured location as required. For storage space beyond the first 90-day period, see item 12.d., Storage.
- e. Removal of surplus property to an appropriate location as needed.
- f. Removal of packing materials, rubbish and debris from government premises as directed.
- g. Removal or transportation of hazardous materials is not included in this MSA. Removal of these substances is regulated under the Office of Emergency Services and the California Environmental Protection Agency.

#### **4. Modular Furniture**

Contractor will provide assembly, disassembly, removal, relocation and/or reconfiguration of systems furniture (modular) as required by the Ordering Agency.

#### **5. Contracting for Services**

- a. For moves estimated at \$5,000 or above, agencies shall obtain three written offers from Carriers listed for the particular county where services will be performed or where the move will initiate.
- b. Sufficient notice will typically be provided to the Carrier; however, short or emergency response times by Carrier may be requested and/or required.
- c. In most cases offers shall be based on a visual inspection of goods to be moved. Offers shall not be for more than the maximum rates of the Carrier's MSA.
- d. Each Request for Offer (RFO) shall be issued with a scope of work which details the services requested including the date of the move and any special conditions of the existing and future facilities (stairs, elevators, access, parking, masonite, etc.).
- e. The price on the offer will be the "not to exceed" price. All prices must reflect or be lower than the minimum discount rate listed on the Carrier's MSA contract. Agencies shall choose the Carrier offering the best value (may be least cost) to the State.
- f. All hourly and mileage rated costs indicated in this contract document shall not include third party or extra charges such as, parking fees, fuel surcharges, bond fees, rental of equipment, and other moving related expenses an agency may request. These costs, excluding fuel surcharges, bridge tows, and parking fees, shall be on a pass-through basis only. Documentation must be submitted to support any of these charges in order to receive payment. Carriers shall itemize the above charges on the RFO for agency approval prior to contract. Equipment rental (such as book carts) is limited to specialized needs required by the ordering agency and must be agreed to prior to contract award by the ordering agency.
- g. Offers for moves in excess of 100 miles (line haul) shall use the mileage rates. All others shall use the hourly rates.
- h. Agencies shall initiate a Std. 213 or Std. 65 (depending on total cost) to the Carrier which will include the agency billing code and MSA number.

#### **6. Move Coordination and Planning**

- a. The Carrier shall provide a move coordinator to direct workers and to insure that all necessary communications with the Agency are provided throughout the project.

- b. Along with the RFO, Agencies should provide the Carrier with an inventory of items to be moved.
- c. Any items of particular value shall be listed separately by the Agency and the value noted on the inventory list.
- d. Any items that require special handling shall be noted and the items tagged.

## **7. Packing, Pickup and Other Preparations**

- a. Agencies shall notify the Carrier of any packing requirements and shall pay no more than the applicable contracted maximum hourly rates.
- b. Pickup shall be on the date mutually agreed upon. If the Carrier cannot meet that date and time, the Carrier shall notify the Agency twenty-four (24) hours in advance. Delays by the Carrier of more than two (2) days from the agreed upon date may result in a penalty to the Carrier of \$100 per day.
- c. The Carrier shall provide the type of vehicle applicable to the items to be moved (e.g., refrigerated van, vehicle carrier, low-boy, etc.). Also, the Carrier shall not provide two smaller vehicles (and charge extra) when one larger vehicle would be more appropriate.
- d. For line haul moves, moving vans or carrier vehicles shall be weighed before and after loading by a certified weigh master on a certified scale and a copy of the report to be delivered or faxed to the Agency. There shall be no separate and extra charges allowed for moves which require weigh tickets.

## **8. Std. 213 or Std. 65**

- a. A Std. 213 will be completed for all moves estimated to exceed \$50,000. A Std. 65 may be completed for moves estimated at \$50,000 and below.
- b. All charges noted in the Std. 213 or Std. 65 will be equal to or lower than the rates shown in Exhibit D of the contract.
- c. The Std. 213 or Std. 65 will not be in effect until signed and fully approved.
- d. Any additions to the original scope of work will be accomplished with an amendment to the Std. 213. When using a Std. 65, any changes to the scope of work will be accomplished by a separate Std. 65.

## **9. Unpacking**

- a. If unpacking is required, the Carrier shall unpack items with efficiency and care and with consideration of all safety requirements.
- b. Upon delivery, all items on the inventory list shall be verified by the agency as having been delivered prior to invoice payment.

- c. The Carrier shall be notified in writing of any missing or damaged articles in accordance with A.11, Filing a Claim, described below.

## **10. Limits of Liability**

The Carrier shall be liable for loss or damage to property caused by its failure to properly pack and transport property; however, the Carrier shall not be held liable for loss or damage in the following situations:

- a. Damage or breakage to items packed improperly by other than the Carrier's personnel.
- b. Damage caused by deterioration or inherent susceptibility of the article or by insects.

## **11. Valuation of Articles**

The Carrier's rates shall include full replacement value protection against possible loss or damage while property is under the protection of the Carrier. Carrier shall be responsible for the satisfactory repair, or replacement (at the State's option) of any State property that is lost, damaged or stolen while in Carrier's custody and for the satisfactory repair of any damage to buildings or grounds. The Ordering Agency must declare any item of extraordinary value (above \$20,000). If the Carrier is required to purchase additional insurance to provide full value protection to the Agency for that item, the Carrier will be allowed to pass through those charges to the Agency in accordance with Statement of Work B.5.f.

## **12. Filing a Claim**

If the Agency has determined that damage or loss to property has occurred, the Agency shall note it on the Carrier's shipping order or freight bill and file a formal claim by:

- a. Sending a written notice to the office of the Carrier describing the loss or damage.
- b. Listing each of the damaged articles.
- c. Including the valuation for each item.
- d. Providing the Carrier's order number, date of move, origin and destination.
- e. Storing any damaged packing material or other evidence of damage.
- f. Retaining copies of all receipts, correspondence, repair estimates, etc.

Claims should be filed within nine (9) months after delivery or after loss has been reasonably established. Carrier shall acknowledge claim in writing within thirty (30) days and commit to action within sixty (60) days (i.e., pay, identify a compromise or

decline to pay). Claims not settled within one year shall be reported to the Department of General Services, Transportation Management Unit at 916-376-1888.

A Carrier will be allowed no more than three (3) upheld customer service complaints during the course of each year of the contract term before being removed from the contract for a period of no less than ninety (90) days. The carrier will be given the opportunity to fully defend and resolve any complaint that may be received. Failure to provide full explanation and resolution of complaints may result in permanent removal from the contract.

### **13. Storage**

If the new facility is not available at the time of the move and/or items must be stored, the Ordering Agency may request storage-in-transit. When that occurs, the following steps shall be taken:

- a. The Ordering Agency must request storage-in-transit at least five (5) days prior to the move.
- b. Separate charges will accrue for transportation to storage, the storage period, and transportation from storage to the new facility.
- c. If storage is required for more than 90 days, a separate agreement will be necessary with the storage company itself with rates and terms that are not regulated by the Public Utilities Commission.
- d. The Ordering Agencies that expect to use long-term storage should carefully review the rates and terms offered by the storage facility before the move. If the terms would place an undo burden on the State (such as limited access/removal, an unnecessary requirement for staff, etc.), the State may decline and the Carrier shall offer an acceptable alternate facility. Facilities offered by the Carrier must be applicable to the type of property requiring storage (i.e., refrigeration, low humidity, etc.).

### **14. Carrier Responsibilities**

- a. For jobs estimated to exceed \$5,000.00, the Carrier must be available to inspect the project prior to submitting an offer within two (2) working days or a mutually agreeable time from the date of notification by the Ordering Agency.
- b. The selected Carrier shall not commence work until the Std. 213 or Std. 65 has been fully approved and authorization has been received from the authorized contact of the Ordering Agency.
- c. The Carrier must have personnel available to commence work on the project if given sufficient advance notice ten (10) working days) by the Ordering Agency or upon mutual agreement. All personnel shall be properly licensed, insured and experienced to perform their tasks.
- d. The Carrier shall supply vehicles in good working condition and in compliance with all federal, state, and local laws and regulations for operation. All vehicles

shall be sufficiently equipped with clean protective equipment to ensure safe transit and delivery of agency property.

- e. The Carrier must be able to perform services in any location in the State of California for which the Carrier submitted a bid.
- f. The Carrier shall make all arrangements with the building manager at the new site if necessary and shall obtain any necessary clearances or permits that may be required for parking and unloading.
- g. Job hours shall begin when the Carrier's personnel arrive at the Ordering Agency's designated site and shall end when items are delivered and placed as specified at the new location. No additional drive time is allowed unless the Carrier is transporting State property to or from storage.
- h. Work shall be performed during normal agency workdays and hours unless a different schedule is specifically requested by the Ordering Agency.
- i. The Carrier is responsible to furnish sufficient personnel to accomplish the work in the time indicated on their estimate. If work is not completed within that period of time and requires overtime which was not specifically required by the Ordering Agency, the State shall not be liable for overtime charges. In addition, overtime shall not accrue due to the Carrier's failure to provide personnel and equipment at the Agency-designated place and time. State shall not pay overtime rates unless Carrier's personnel have worked in excess of eight (8) hours on the State job for the day overtime is charged.
- j. If the scope of work provided by the Ordering Agency is not clear, it is the Carrier's responsibility to seek clarification prior to submitting a quote.
- k. The Carrier shall not charge for any time lost in any way not required in the performance of the services requested (excluding required break periods). The Carrier may charge for time used in delivering equipment and materials and in removing them at the conclusion of the move. This time should be included in the Carrier's response to the RFO.
- l. It shall be the Carrier's responsibility to make all necessary arrangements with building managers and local traffic authorities for use of elevators, loading docks, adjacent streets, sidewalks and malls. The Carrier shall be responsible for understanding and estimating the difficulties involved in each move.
- m. Carrier shall attach documentation for all pass-through charges to the invoice.
- n. Failure to comply with any of the requirements from this section is grounds for contract termination.
- o. Carrier Reporting Requirements

Carriers shall provide a report to the Department of General Services (DGS), Procurement Division (PD) contract administrator that provides details regarding contracts they have received on this MSA. The report shall be submitted to DGS

on a quarterly basis to be received by DGS on April 15, July 15, October 15, and January 15 of each year. The report must contain the following information:

- The MSA number
- Carrier name and contact information
- State or Local agency contact information and address
- Agency billing code
- Standard Agreement number
- Dollar value
- Contract term

The following is an example of the reporting format:

- Calendar Quarter Number: (Quarter # and Year)
- Master Contract Number: XX-XX-XXXXX
- Bidder: Company Name and Address
- Bidder Contact: Name and Phone Number

Agency Name	Contract or Purchase Order Number	Contract or Purchase Order Date	Agency Billing Code	Total Dollars per Order	Agency Contact	Agency Address	Phone Number

- Total dollars for quarter: \$\_\_\_\_\_

Carriers shall send reports to:

Department of General Services  
 Procurement Division  
 Multiple Awards Program  
 707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
 West Sacramento, CA 95605  
 Attn: Joyce Griffin  
 Email: [joyce.griffin@dgs.ca.gov](mailto:joyce.griffin@dgs.ca.gov)

p. Carrier Response to Request for Offer

The RFO is a request to the Carrier to submit an offer to the Ordering Agency detailing the Carrier's "not to exceed" cost for the proposed service as described in the Statement of Work. The RFO may be used for any job, but is required for jobs estimated to exceed \$5,000.00. The Carrier's response must be within the requesting agency timeframe specified in the RFO. The response must include:

- A task plan including each service offered and the cost per service.
- Itemized costs shall be equal to or less than the amount obtained by applying the discounts established in the Carrier's awarded



contract to the CPUC MAX 4, Region 2, Territory A rates in effect at the time of the offer.

q. **SMALL BUSINESS/DVBE CONTRACTING**

- 1) The amount an Ordering Agency can claim towards achieving its small business or DVBE goals is the dollar amount of the prime contract or the subcontract award made by the Carrier to a small business or DVBE.
- 2) For subcontracted services, the Carrier will provide an Ordering Agency with the following information at the time the order is quoted:
  - a) The Carrier will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b) The Carrier will indicate to the Ordering Agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the Ordering Agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
- 3) The Ordering Agency's purchase document must be addressed to the prime Contractor, and must reference the information provided by the prime Contractor as outlined above.

**15. Ordering Agency Responsibilities**

- b. All Ordering Agencies shall comply with all applicable laws and shall use this MSA in accordance with their purchasing requirements.
- c. Participating state or local agencies shall release a RFO to at least three (3) Carriers that meet their requirements for contract for all moves estimated to exceed \$5,000.00. This will enable agencies to request and receive competitive responses to their specific project for their review, comparison and selection.
- d. Ordering Agencies shall attempt to provide the Carrier with no less than ten (10) working days advance notice of a prospective move.
- e. A Scope of Work (SOW) containing the Ordering Agency's requirements must be included in the RFO. The SOW cannot change prior to contract award unless all of the bidders contacted are given another opportunity to respond to the revised requirements. After review and comparison of all responsive offers, the Ordering Agency will select the Carrier.

- f. Ordering Agencies may specify in their RFO whether or not the packing containers will be returned to the Carrier and the Carrier shall include any reimbursement amount in its offer. Further, the Carrier shall ensure that all boxes are emptied, collapsed and stacked neatly in a pre-designated pick-up site.
- g. Any additional security requirements, such as special clearance procedures or the need for Carrier's personnel to wear a uniform or identifying logo, will be stated clearly in the SOW.
- h. Ordering agencies shall give the Carrier adequate, but no less than two (2) days, notice of the need to postpone or reschedule the move. Cancellation of service will be made at least twenty-four (24) hours prior to the day and start time of the move. Should the Agency elect to cancel a job within 24 hours of the arranged pick-up time, any cancellation fee shall not exceed \$75.00 plus materials that have been supplied and utilized.
- i. User Instructions will be prepared and overseen by the DGS PD Contract Administrator assigned to this MSA. These instructions will include a list of all awardees ranked according to greatest discount offered and by county. The agencies will use this information to complete their RFO process.
- j. Should occurrences of either outstanding performance or poor performance be encountered, the DGS PD Contract Administrator should be notified. The Carrier shall have the option of reviewing any such submitted performance reports and evaluations.

## **16. Federal Debarment**

The Federal Department of Labor requires that State agencies, which are expending Federal funds of \$25,000 or more, have in the contract file a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Each carrier must provide this documentation upon request.

## **17. Bonds**

Each Ordering Agency reserves the right to require a performance bond from the carrier in an amount not to exceed fifty (50) percent of the contract.

## **18. Subcontractors**

- a. The State allows the use of subcontractors to enable contractors to expand their ability to meet the needs of the State. If any Subcontractor's portion of the project exceeds twenty-five percent (25%) of the value of that project, the Subcontractor and their staff are subject to all the requirements and provisions of the contract resulting from this RFP. Use of subcontractors does not relieve the contractor from its responsibility to the State under the contract, or this RFP.

- b. The State reserves the right to contact, consult, or undertake business discussions with any subcontractor's employee during the term of the contract if needed and may reject proposed personnel at any time.

## **19. Prevailing Wage Rates**

These commercial moving service contracts to relocate state offices, facilities and institutions shall require payment of prevailing wages as set by the Director of the Department of Industrial Relations in the prevailing wage rate determination for Furniture Mover and Related Classifications set forth for each county. Per Government Code Section 14920, prevailing wage requirements only apply to State agency moves and do not apply to contracts involving State political subdivisions such as county offices or public schools.

**20. Ownership of Data:** The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, service-marks, or patents will not be filed that infringe on the exclusive ownership by the State.

**21. Evaluation of the Contractor:** Ordering Agencies may evaluate the performance of the Contractor to document poor or excellent service by using the Contract/Contractor Evaluation Sheet, STD. 4 and maintaining it in the agreement file.

**22. Agency Liability:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**23. Potential Subcontractors:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**24. Insurance Requirements:** Carriers shall provide proof of insurance to the Ordering Agency in accordance with Page 4 of RFP MSA 55402. If additional insurance is required by the Ordering Agency, that requirement will be included in the Ordering Agency's SOW.